

ORDINANCE NO. 09-16

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA ACCEPTING THE OFFER TO CONVEY AN IMPROVED PARCEL OF LAND CONSISTING OF 10,125 SQUARE FEET OF TOTAL LOT AREA LOCATED AT 525 WEST 1 AVENUE, HIALEAH, FLORIDA, FOLIO NO. 04-3118-002-0020, IN CONSIDERATION OF A 99-YEAR LEASE TO THE WOMAN'S CLUB OF HIALEAH, INC. IN 5-YEAR INCREMENTS OF APPROXIMATELY 1,390 SQUARE FEET WITHIN AN ADULT COMMUNITY CENTER LOCATED ON THE FIRST FLOOR OF AN ELDERLY AFFORDABLE HOUSING PROJECT OWNED AND OPERATED BY THE CITY TO BE CONSTRUCTED ON THE PROPERTY FOR AN ANNUAL RENTAL PAYMENT OF \$1.00 TOGETHER WITH RESERVED ACCESS TO ADDITIONAL DESIGNATED SPACE; RATIFYING THE CONTRACT FOR CONVEYANCE WITH THE EXISTING PROPERTY OWNER, WOMAN'S CLUB OF HIALEAH, INC., A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF IN SUBSTANTIAL FORM AS EXHIBIT "1"; AND AUTHORIZING THE EXPENDITURE OF SUCH FUNDS NEEDED TO EFFECTUATE THE CONVEYANCE, INCLUDING, BUT NOT LIMITED TO, TITLE INSURANCE, SURVEY COSTS, TITLE SEARCH FEES, AND CLOSING COSTS AND FEES; AND WAIVING AN APPRAISAL; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on or about January 5, 2009, offered to convey improved property located at 525 West 1 Avenue, Hialeah, Florida to the City of Hialeah, in exchange for a

long-term lease of space within the Adult Community Center to be located on the property within an elderly affordable housing complex; and

WHEREAS, on February 9, 2009, the City of Hialeah and the property owners entered into an agreement for conveyance of the property subject to City Council approval and advertisement; and

WHEREAS, the City finds it in its best interest to waive the appraisal since the property is being conveyed, without purchase money; and

WHEREAS, it is in the best interest of the City to obtain ownership of the property for the public purpose of constructing affordable elderly housing, which is a state mandate pursuant to Section 166.0451, Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The City of Hialeah, Florida hereby accepts the offer an improved parcel of land consisting of 10,125 square feet of total lot area, located at 525 West 1 Avenue, Hialeah, Florida, Folio No. 04-3118-002-0020, in consideration of a 99-year lease to the Woman's Club of Hialeah, Inc. in 5-year increments of approximately 1,390 square feet within an adult community center located on the first floor of an elderly affordable housing project owned and operated by the City for an annual rental payment of \$1.00 together with reserved access to additional designated space.

Section 2: The City of Hialeah, Florida hereby ratifies the contract for conveyance of the property with the existing property owner, Woman's Club of Hialeah, Inc., a copy of which is attached hereto and made a part hereof is substantial form as Exhibit "1"; and further waives the appraisal and authorizes the expenditure of such

funds needed to effectuate the conveyance, including, but not limited to, title insurance, survey costs, title search fees, and closing costs and fees.

Section 3: Repeal of Ordinances in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: Penalties.

Every person violating any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a civil penalty not to exceed \$500.00 within the discretion of the court or administrative tribunal having jurisdiction. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty described above, the City may pursue other remedies such as abatement of nuisance, injunctive relief, administrative adjudication and revocation of licenses or permits.

Section 5: Severability Clause.

If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

Section 6: Effective Date.

This ordinance shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the

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Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

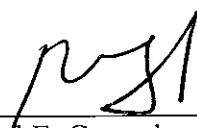
PASSED and ADOPTED this 24th day of February, 2009.

THE FOREGOING ORDINANCE
OF THE CITY OF HIALEAH WAS
PUBLISHED IN ACCORDANCE
WITH THE PROVISIONS OF
FLORIDA STATUTE 166.041
PRIOR TO FINAL READING.

Attest:

Approved on this 25 day of February, 2009.


Carlos Hernandez
Council President


Rafael E. Granado, City Clerk


Mayor Julio Robaina

Approved as to form and legal sufficiency:


William M. Grodnick, City Attorney

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Ordinance was adopted by a 6-0 vote with Councilmembers, Casals-Muñoz, Cue, Gonzalez, Hernandez, Garcia-Martinez, and Yedra voting "Yes" and Councilmember Caragol absent.

AGREEMENT TO CONVEY

THIS AGREEMENT is made this 9 day of February, 2009, by and between the WOMAN'S CLUB OF HIALEAH, INC., a Florida corporation, hereinafter referred to as "GRANTOR" or "WOMAN'S CLUB", and the CITY OF HIALEAH, a Florida Municipal Corporation, hereinafter referred to as "GRANTEE" or "CITY". The WOMAN'S CLUB is the owner of the real property described in Exhibit "A" attached hereto, hereinafter referred to as the "Property".

The WOMAN'S CLUB agrees to convey the Property to the CITY upon the following conditions:

1. **CONSIDERATION:** In consideration for the conveyance:

a. The CITY will demolish the existing structure and construct an elderly housing project on the Property.

b. The CITY will also provide to the WOMAN'S CLUB occupancy of an area for its activities comprising approximately 1390 square feet on the ground floor of the new building, for 99 years for an annual rent of \$1.00 (the "Premises").

c. The CITY shall give the Woman's Club the right to reserve additional space in a City building within reasonable proximity of the Property with a minimum square footage of 2100 square feet and access to kitchen and restroom facilities for special events.

d. The occupancy of the Premises by the WOMAN'S CLUB will be governed by the Lease Agreement attached hereto as Exhibit "B" (the "Lease") which will be executed contemporaneously with this Agreement.

e. Other than the right of use and occupancy provided for in the Lease Agreement, no other consideration will be paid to the WOMAN'S CLUB for the conveyance of the Property.

2. **INSPECTIONS:**

a. WOMAN'S CLUB makes no warranties other than marketability of title. WOMAN'S CLUB will keep the Property in the same condition from Effective Date until closing, except for Normal wear and tear ("maintenance requirement"), and will convey the Property in its "as is" condition with no obligation to make any repairs.

b. Within 10 days from the Effective Date, WOMAN'S CLUB shall deliver to CITY copies of all as-built surveys, sketches, plans or maps of the Property WOMAN'S CLUB possesses, if any, with particular reference to those which show the location of underground utilities and storage tanks, as well as reports and other materials in WOMAN'S CLUB's possession with respect to zoning and land use, tax, environmental conditions, subdivision,

concurrency, governmental permitting, code enforcements, utility, water and drainage.

3. **SURVEY:** Within 30 days following the Effective Date of this Agreement, the CITY may cause a survey acceptable in form to CITY to be made of the Property by a registered Florida land surveyor. The expense of the survey shall be borne by CITY. The legal description in Exhibit "A" shall be changed, if necessary, to conform to the survey and to the requirements of the title commitment.

4. **TITLE:** Within 30 days following the Effective Date of this Agreement, CITY shall obtain a commitment for owner's title insurance and for leasehold title insurance insuring the Lease, with a qualified title insurance company in the amount of the tax assessed value of the Property, reflecting good and marketable fee simple title to the Property in WOMAN'S CLUB (the "Title Commitment"), subject only to the lien of current ad valorem taxes, not yet due and payable, if any, and such easements and restrictions of record, visible easements not of record disclosed in writing by WOMAN'S CLUB to CITY, applicable zoning ordinances, and other matters of record not objected to by CITY. CITY may object to any matter of title which, in CITY'S judgment, will preclude, impede or inhibit construction on the Property of an elderly housing unit. The Title Commitment shall require the proper termination of all leases, if any, affecting the Property and the removal of all tenants. If a survey is completed, the survey (the "Survey") and evidence of title may be examined together. CITY shall have 10 days from its receipt of the Title Commitment and Survey within which to examine them and to furnish WOMAN'S CLUB a written statement of any objections to title. Matters reflected by the survey, including utility easements, which are inconsistent with the CITY'S intended use of the Property, may be treated as title defects. WOMAN'S CLUB shall immediately and diligently attempt to satisfy the stated title objections and shall have until the date of closing to do so.

If WOMAN'S CLUB fails to satisfy all of any such stated title objections by the date set for closing, CITY may, at its option:

- a) waive the title objections and proceed to close;
- b) extend the closing date by written notice to WOMAN'S CLUB, to enable WOMAN'S CLUB to satisfy the stated title objections; or
- c) terminate this Agreement, in which case WOMAN'S CLUB and CITY shall have no further rights, obligations or duties hereunder.

If CITY elects to extend the closing date under subparagraph b) above and WOMAN'S CLUB subsequently fails or is unable to satisfy the stated title objections by the extended closing date,

CITY may elect between the alternatives set forth in subparagraphs a), c) or d) above.

5. **TEMPORARY FACILITIES.** It the CITY does not terminate this Agreement pursuant to Paragraph 4 above, the CITY will provide the WOMAN'S CLUB a temporary meeting room and storage facility at the Villa Aida Adult Community Center located at 20 West 6 Street, Hialeah, Florida, during the period of time from the Conveyance of the Property transfer to the occupancy of the new Premises. At the option of the CITY, the CITY shall either itself move the furniture and other personal property of the WOMAN'S CLUB to the temporary meeting room and storage facility to enable the WOMAN'S CLUB to carry on its operations and activities or, in the alternative, the CITY may employ a licensed mover, at the CITY'S expense, for this purpose.

6. **AUTHORITY OF WOMAN'S CLUB:** The WOMAN'S CLUB OF HIALEAH, INC. is a corporation duly organized and existing under the laws of the State of Florida. Each individual executing the Agreement and Lease on behalf of the WOMAN'S CLUB represents that he or she is duly authorized to execute and deliver the Agreement and Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors or the By-Laws of said corporation, and that the Agreement and Lease will be binding upon said corporation in accordance with its terms.

7. **TIME FOR ACCEPTANCE AND EFFECTIVE DATE:** If this offer is not executed by both of the parties hereto on or before March 2, 2009, at the option of the CITY, this offer shall thereafter be null and void. The date of Agreement("Effective Date") shall be the date when the last one of the WOMAN'S CLUB and CITY has signed this offer.

8. **CLOSING DATE:** This transaction shall be closed and the deed and other closing papers delivered on March 2, 2009, unless extended by other provisions of the Agreement, or by written agreement of the parties.

9. **RESTRICTIONS, EASEMENTS, LIMITATIONS:** The CITY shall take title subject only to: zoning, restrictions, prohibitions and other requirements imposed by the applicable governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision; public utility easements of record; taxes for year of closing and subsequent years.

10. **OCCUPANCY:** WOMAN'S CLUB shall deliver occupancy of Property to CITY at time of Closing. WOMAN'S CLUB shall, at least 20 days before Closing, furnish to CITY copies of all written leases and estoppel letters from each tenant specifying the nature and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If WOMAN'S CLUB is unable to obtain such letter from each tenant, the same information shall be furnished by WOMAN'S CLUB to CITY within that time period in the form of a WOMAN'S CLUB's affidavit, and

CITY may thereafter Agreement tenant to confirm such information. If the terms of any such leases differ materially from WOMAN'S CLUB's representations, CITY may terminate this Agreement by delivering written notice to WOMAN'S CLUB at least five (5) days prior to Closing. WOMAN'S CLUB shall, at Closing, deliver and assign all original leases to CITY.

11. **ASSIGNABILITY:** Neither party may assign this Agreement.

12. **INGRESS AND EGRESS:** WOMAN'S CLUB warrants and represents that there is ingress and egress to the Property sufficient for the intended use as described in Paragraph 1 hereof, and title to the Property is insurable without exception for lack of legal right of access.

13. **LIENS:** WOMAN'S CLUB shall furnish to CITY at time of closing an affidavit attesting to the absence of any financing statements, claims of lien or potential lienors known to WOMAN'S CLUB and further attesting that there have been no improvements to the Property for ninety (90) days immediately preceding date of closing. If the Property has been improved within said time, WOMAN'S CLUB shall deliver releases or waivers of all mechanic's liens, executed by general contractors, subcontractors, suppliers, and materialmen, in addition to WOMAN'S CLUB's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers and materialmen and further reciting that, in fact, all bills for work to the Property which could serve as a basis for a mechanic's lien or construction lien or a claim for damages have been paid or will be paid at closing.

14. **SPECIAL ASSESSMENT LIENS:** All certified, confirmed and ratified special assessment liens imposed by public bodies, if any, as of Closing are to be paid by WOMAN'S CLUB. Pending liens as of Closing shall be assumed by CITY. If the improvement has been substantially completed as of Effective Date, any pending lien shall be considered certified, confirmed or ratified and WOMAN'S CLUB shall, at Closing be charged an amount equal to the last estimate or assessment for the improvement by the public body.

15. **PLACE OF CLOSING:** Closing shall be held at the City Hall of the City of Hialeah, or at the office of the attorney or other closing agent designated by CITY.

16. **TIME:** Time is of the essence of this Agreement. Any reference herein to time periods of less than six (6) days shall in the computation thereof, exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next business day.

17. **DOCUMENTS FOR CLOSING:** WOMAN'S CLUB shall furnish a statutory warranty deed, closing statement, mechanic's lien affidavit, assignments of leases, if any, and any corrective instruments that may be required in connection with perfecting the title.

18. **EXPENSES:** All closing costs including documentary stamps and surtax, if any, on the deed, recording of the deed and corrective instruments, title evidence, title examination, an owner's policy of title insurance, a leasehold policy of title insurance insuring the Lease, title and lien searches, and closing fees (including preparation of closing statement) shall be paid by the CITY.

19. **CONDEMNATION:** If prior to the Closing there shall occur the taking by condemnation of all or such portion of the Property as would materially interfere with CITY's use and enjoyment thereof or the material modification or termination of the current access to or from the Property or of sewer or other utility service, then, and in any such event, CITY may terminate this Agreement by written notice given to WOMAN'S CLUB within fifteen (15) business days after Purchaser has received the notice of such taking, or at the Closing, whichever is earlier. If CITY does not elect to terminate this Agreement, then the Closing shall take place as herein provided, and there shall be assigned to CITY at the Closing all of WOMAN'S CLUB's interest in any condemnation awards which may be payable to WOMAN'S CLUB on account of any such condemnation.

20. **CONVEYANCE AND CLOSING PROCEDURE:** The deed shall be recorded upon clearance of funds and evidence of title to show title in CITY, without any encumbrances or changes which would render WOMAN'S CLUB's title unmarketable from the date of the last evidence. If WOMAN'S CLUB's title is rendered unmarketable, CITY shall within said five (5) day period, notify WOMAN'S CLUB in writing of the defect and WOMAN'S CLUB shall have thirty (30) days from date of receipt of such notification to cure said defect; provided however, WOMAN'S CLUB shall not be required to engage in any litigation to cure any alleged defects. In the event WOMAN'S CLUB fails to timely cure said defect, all monies paid hereunder shall, upon written demand therefore and within five (5) days thereafter, be returned to CITY and, simultaneously with such repayment, CITY shall vacate the Property and re-convey same to the WOMAN'S CLUB by special warranty deed. In the event CITY fails to make timely demand that WOMAN'S CLUB cure any such title defect, the CITY shall take title as is, waiving all rights against WOMAN'S CLUB as to such intervening defect except as may be available to CITY by virtue of warranties, if any, contained in the deed.

21. **FAILURE OF PERFORMANCE.** If CITY fails to perform this Agreement within the time specified, WOMAN'S CLUB may extend the time for compliance by the CITY or terminate this Agreement in

which case WOMAN'S CLUB and CITY should have no further rights, obligations or duties hereunder. If for any reason other than failure of WOMAN'S CLUB to make WOMAN'S CLUB's title marketable after diligent effort, WOMAN'S CLUB fails, neglects or refuses to perform this Agreement, CITY may seek specific performance or proceed with an action for damages resulting from WOMAN'S CLUB's breach.

22. AGREEMENT NOT RECORDABLE; PERSONS BOUND; NOTICE; FACSIMILE. Neither this Agreement nor any notice of it shall be recorded in any public records. This Agreement shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile copy of this Agreement and signatures hereon shall be considered for all purposes as an original.

23. WARRANTY. WOMAN'S CLUB warrants that there are no facts known to WOMAN'S CLUB materially affecting the value of the Property which are not readily observable by CITY or which have not been disclosed to CITY.

24. ACQUIRING APPROVALS: The obligation of CITY to close is conditioned upon CITY's having acquired all the necessary approvals by the Mayor and City Council for purchase of the Property in accordance with the terms of this Agreement.

25. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon any of the Parties hereto unless incorporated in this Agreement. No modification or change in this Agreement shall be valid or binding upon the Parties unless in writing, executed by the Parties to be bound thereby.

26. NOTICES. Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either: (1) in person, (2) by a prepaid overnight delivery service, (3) by the United States Postal Service, postage prepaid, registered or certified return receipt requested or (4) by facsimile if there is electronic confirmation of such transmission. Notice shall be deemed to have been given as of the date and time it is actually received. Personal delivery to a party or to any officer, partner, agent or employee of such party at such address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been received shall also constitute receipt. Notices shall be sent as follows:

If to CITY:

Bill Grodnick
City Attorney
City of Hialeah Law Department
501 Palm Avenue, 4th Floor
Hialeah, FL 33010
Telephone: (305)883-5854
Fax No. (305)883-5896

If to WOMAN'S CLUB:

Alice Faircloth, President
Woman's Club of Hialeah, Inc.
~~1622 East Troon Circle~~ **7035 W. 10 Ave** ^{AS}
Miami ~~Lakes~~, Florida 33014
Telephone: (305) **821-0442**
Fax No.: (305) **821-0442**

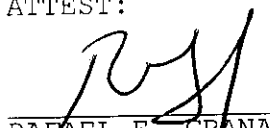
Copy to:

Jana L. Armstrong, Attorney
8405 NW 53rd St., Ste. C-101
Doral, FL 33166
Tel. (888) 415-6642
Fax (866) 230-6130

28. **WAIVER OF JURY TRIAL:** CITY and WOMAN'S CLUB hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other or their successors in respect of any matter arising out of or in connection with this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated.

ATTEST:


RAFAEL E. GRANADO,
City Clerk

CITY OF HIALEAH, FLORIDA
501 Palm Avenue
P.O. Box 11-0040
Hialeah, Florida 33011-0050

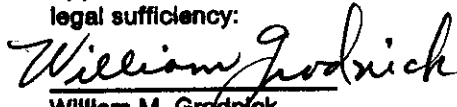
Authorized signature on behalf of
the CITY OF HIALEAH, FLORIDA

BY:


MAYOR JULIO ROBAINA

2-9-09
Date


Approved as to form and
legal sufficiency:


William M. Grodnick
City Attorney

WOMAN'S CLUB OF HIALEAH, INC.

Authorized signature on behalf of
said corporation

By:


ALICE FAIRCLOTH
President

2-9-09
Date

CERTIFICATE OF CORPORATE RESOLUTION

The undersigned Secretary of WOMAN'S CLUB OF HIALEAH, INC., a corporation duly chartered and existing under the laws of the State of Florida (hereinafter referred to as the "Corporation"), does hereby certify that the following resolution was presented to the Board of Directors of the Corporation, passed by said Board of Directors, dated February 9, 2009, and has not been amended or rescinded, to-wit:

WHEREAS, the Corporation intends to convey property owned by the Corporation located at 525 West First Avenue, Hialeah, Florida, as more particularly described in the Agreement to Convey dated February 9, 2009, between the Corporation and the City of Hialeah, a municipal authority existing under the laws of the State of Florida, attached as Exhibit A (the property to be conveyed being referred to hereinafter as the "Property" and the Agreement to Convey being referred to hereinafter as the "Agreement"); and

WHEREAS, in consideration for the conveyance of the Property and pursuant to the Agreement, the City of Hialeah shall lease property to the Corporation suitable for the conduct of the Corporation's business and operations for a period of not less than ninety-nine (99) years, renewable at the option of the Corporation in five (5) year increments (said lease being an exhibit to the Agreement and being referred to hereinafter as the "Lease"); and

WHEREAS, it is deemed to be in the best interest of the Corporation that the Corporation enter into the Agreement and the Lease;

NOW, THEREFORE, BE IT RESOLVED, that the President, First Vice President or Second Vice President of the Corporation, without attestation by the Secretary, is hereby authorized and directed to take all actions as she may determine to be necessary or desirable to convey the Property and enter into the Lease on behalf of the Corporation, including the execution and delivery of the Agreement, the Lease and such other and further documents as such officer determines to be necessary or desirable to consummate the aforesaid conveyance and lease and carry into effect this Resolution, and further, that any and all acts of said officer pursuant to the authority hereby presented and directed be, and the same hereby are, approved, ratified and accepted as the action of the Corporation.

BE IT FURTHER RESOLVED, that the below-named persons have been duly elected and presently hold the offices, as set out below, of the Corporation to serve at the pleasure of the Board of Directors:

NAME

TITLE

Alice Faircloth

President

Florence Bessio

First Vice President

n/a

Second Vice President

Janet Egerton

Recording Secretary

Nelda Melley
Shirley Hudson

Corresponding Secretary
Treasurer

IT IS HEREBY CERTIFIED that the foregoing officers are members of the Board of Directors, and constitute, along with the following persons who are also duly elected members of the Board of Directors, all of the members of the Board of Directors:

Mary Wingett
Ruby Norwood
Ramona Thompson
n/a

Director

Director

Director

n/a

This is to further certify: (a) that the foregoing Resolution was entered upon the minutes of the Corporation as and for the action of the Corporation on the date as herein specified; (b) that the foregoing is a true and correct copy of said Resolution as it appears on the records of the Corporation; and (c) that attached hereto as Exhibit B is a true and correct copy of the Articles of Incorporation and Bylaws of the Corporation, which documents have not been amended or modified except as attached hereto.

Witness my hand and the seal of this Corporation, this 9th day of February 2009.

Jeannette Eggleston
Jeannette, Secretary
Eggleston

SELLER'S AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared ALICE FAIRCLOTH, as President of WOMAN'S CLUB OF HIALEAH, INC., a Florida corporation ("Seller") who, being duly sworn according to law, deposes and says as follows:

1. That Seller has agreed to sell to the CITY OF HIALEAH, a municipality authorized under the laws of the State of Florida ("Purchaser"), the following described property:

SEE EXHIBIT "A" ATTACHED HERETO

2. That there are no parties who have any interest in said property other than the Purchaser and there are no facts actually known to Seller which could give rise to a claim being adversely asserted to any of said property, and Seller has delivered exclusive possession of said property, free and clear of the rights of any tenant or other occupant, EXCEPT:

NONE

3. That other than as shown in Item 2, Seller has entered into no agreement, contract or commitment for the sale, lease, mortgage, option or creation of any other encumbrance of said property, EXCEPT:

NONE

4. That there are no unrecorded easements or rights-of-way affecting all or any portion of the property.


5. That there are no improvements, repairs, additions or alterations performed upon said property within the past 90 days, for which payment has not been made in full; that the Seller has not entered into any agreement or contract with any party for the furnishing of any labor, services or material in connection with any improvements, repairs, additions or alterations within the past 90 days; and that there are no parties who have any claim or right to a lien for services, labor or material in connection with any improvements, repairs, additions or alterations on said property.

6. That there are no actions or proceedings now pending in any state or federal court to which Seller is a party including, but not limited to, proceedings in bankruptcy, receivership or insolvency, nor are there any judgments or liens of any nature which constitute or could constitute a charge or lien upon said property.

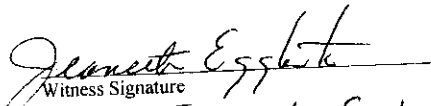
7. That, there are no matters pending against Seller that could give rise to a lien that would attach to the property between the disbursing of funds and the recording of the interest to be insured, and that Seller has not and will not execute any instrument that would adversely affect the title to or interest to be insured.

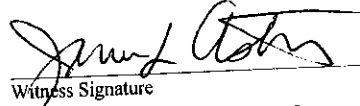
8. Seller makes this Affidavit for the purpose of inducing _____ and ATTORNEY'S TITLE INSURANCE FUND to issue its Policy or Policies of Title Insurance in connection with the above referenced transaction(s).

WOMAN'S CLUB OF HIALEAH, INC., a Florida corporation

By: 
Alice Faircloth, as President

Signed, sealed and delivered in our presence:


Witness Signature
Print Name: Jeannette Eggleston


Witness Signature
Print Name: Jana L. Armstrong

State of Florida

County of Miami-Dade

Sworn To, Subscribed and Acknowledged before me on _____, 2009, by ALICE FAIRCLOTH, as President of WOMAN'S CLUB OF HIALEAH, INC., a Florida corporation, who is/are personally known to me or who has/have produced a valid driver license as identification.

NOTARY PUBLIC

Printed Name of Notary _____

My Commission Expires: _____



CFN 2009R0287351
DR Bk 26835 Pgs 2026 - 2029; (4pgs)
RECORDED 04/21/2009 08:24:28
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by and Return to:
City of Hialeah
Planning Division
501 Palm Avenue, Second Floor
Hialeah, FL 33010

**Declarations of Restrictions
and Unity of Title
(Corporate Entity)**

This Declaration of Restrictions and Unity of Title ("Unity of Title") executed
_____ day of March, 2009 by City of Hialeah, Florida
("Owner(s)").
City of Hialeah, Florida

WITNESSETH:

WHEREAS, the undersigned City of Hialeah, Florida,
a Florida _____ corporation, is the fee simple owner of the following described
Property located in the City of Hialeah, Florida:

20 WEST 6 STREET, 591 WEST 1 AVENUE, 525 WEST 1 AVENUE & 59 WEST 5 STREET
SEE EXHIBIT "A"

WHEREAS, the undersigned owner of this property desires to utilize said lots or parcels
as a single building site for the following reasons:
For the construction of Affordable Housing for the Elderly.

NOW, THEREFORE, for good and valuable consideration, the undersigned owners(s)
hereby covenant(s) and agree(s) as follows:

1. Each and all of the foregoing recitations are true and correct and are incorporated herein by this reference and made a part hereof for all purposes.
2. The above-described lots and parcels will not be conveyed, mortgaged, or leased separate or apart from each other and that they will be held together as one tract.
3. This covenant is intended and shall constitute a restrictive covenant concerning the use, enjoyment, and title to the above-described property and shall constitute a covenant running with the land and may be recorded in the Public Records of Miami-Dade County, Florida. This covenant shall remain in full forces and effect and shall be binding upon the undersigned, its (their) heirs, successors and assigns until such time as the same is modified, amended or released and may only be modified, amended or released by a written instrument executed by the then owner having fee simple title to the property affected or to be affected by such modification, amendment, or release; provided, however, the same is also approved by the City Council and the Mayor of the City of Hialeah, or its successors, by resolution, upon advertised notice, or by ordinance if the covenant is adopted by ordinance or as otherwise provided in the Hialeah Charter.

4

Declarations of Restrictions and Unity of Title

(Corporate Entity)

4. The undersigned agrees that it will not convey, transfer, assign or otherwise dispose of the property, or any interest therein, without requiring the successor in right, title or interest to abide by the terms and conditions of this Unity of Title.
5. The use of the property shall be in compliance with all ordinances, regulations, codes, and charter of the City of Hialeah and applicable state and federal law and laws and regulations of Miami-Dade County, Florida.

(LEFT INTENTIONALLY BLANK)

Declarations of Restrictions and Unity of Title
(Corporate Entity)

IN WITNESS WHEREOF, We have hereunto set out hands and seals at
501 Palm Avenue, Hialeah, this _____ day of March, 2009.
(location)

Attest: _____
Secretary: [Signature]
Typed/Printed Name

Name of Corporation City of Hialeah, Florida

Signed, sealed and delivered in the
presence of:

By: _____

Mayor

[Signature]
Julio Robaina:

Typed/Printed Name

[Signature]
Witness [Signature]
Typed/Printed Name

Witness
Typed/Printed Name Jose del Risco

Corporate Seal

STATE
OF Florida
COUNTY
OF Miami-Dade

The foregoing instrument was acknowledged before me on this 16 day of April
2009 by Mayor Julio Robaina as President, and Rafael E. Granado as Secretary, of
(Name of Officer or Agent) (Name of Secretary)

City of Hialeah corporation, a Government corporation.
(Name of Corporation) (State or Place of Incorporation)

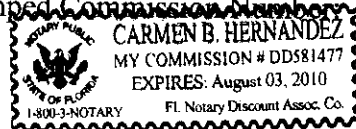
They are personally known to me or have produced the following _____
as identification and did (did not) take an oath and who attest to the truth and accuracy of the
representations contained herein.

This document was prepared by:

City of Hialeah
Planning Division
501 Palm Avenue, Second Floor
Hialeah, FL 33010

[Signature]
Signature of Notary Public

Carmen B. Hernandez
Name of notary typed, printed, or
stamped Commission Number



City _____ State _____ Zip Code _____

Exhibit A

LEGAL DESCRIPTIONS

PARCEL 1

**Folio No. 04-3118-001-2270
20 West 6 Street, Hialeah, Florida**

Lots 7 through 9, Block 18, Town of Hi-a-le-ah, according to the plat thereof, as recorded in Plat Book 5, page 77, of the Public Records of Miami-Dade County, together with the North ½ of Tract 18-A, Revised Plat of Block 18 of the City of Hialeah, according to the plat thereof, as recorded in Plat Book 33, page 15, of the Public Records of Miami-Dade County, Florida.

PARCEL 2

**Folio No. 04-3118-002-0010
591 West 1 Avenue, Hialeah, Florida**

North ½ of Tract 18, Revised Plat of Tract 18 of the City of Hialeah, according to plat thereof, as recorded in Plat Book 33, page 15, of the Public Records of Miami-Dade County, Florida.

PARCEL 3

**Folio No. 04-3118-002-0020
525 West 1 Avenue, Hialeah, Florida**

West 75 feet of the South 135 feet of Tract 18, Revised Plat of Tract 18 of the City of Hialeah, according to plat thereof, as recorded in Plat Book 33, page 15, of the Public Records of Miami-Dade County, Florida.

PARCEL 4

**Folio No. 04-3118-001-2290
59 West 5 Street, Hialeah, Florida**

Lot 16, Block 18, Town of Hi-a-le-ah, according to the plat thereof, as recorded in Plat Book 5, page 77, of the Public Records of Miami-Dade County, Florida, together with the West 50 feet of the East 150 feet and the East 25 feet of the West 100 feet of the South ½ of Tract 18, Revised Plat of Tract 18 of the City of Hialeah, according to plat thereof, as recorded in Plat Book 33, page 15, of the Public Records of Miami-Dade County, Florida.



CFN 2010R0022410
DR Bk 27147 Pgs 0711 - 713; (3pgs)
RECORDED 01/13/2010 09:40:54
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

COVENANT RUNNING WITH THE LAND IN
FAVOR OF
MIAMI-DADE COUNTY

The undersigned, City of Hialeah, Florida,
being the present owner(s) of the following described real property
(hereinafter called "the Property"):

Folio No.: 013118-002-0020

*REV PL CLK 18 TOWN OF HIALEAH
W 75 FT OF S 135 FT TR 18*

(Space Reserved for Clerk of the Court)

Located at 525 West 1st Avenue, Hialeah, Florida pursuant to Section 24-43(5)(a)
of the Code of Miami-Dade County, hereby submit(s) this executed covenant running with the land in favor of Miami-
Dade County.

The undersigned agree(s) and covenant(s) to the following:

1. Hazardous materials, shall not be used, generated, handled, disposed of, discharged or stored on that portion of the Property within the Northwest Wellfield protection area or within the West Wellfield Interim protection area or within the basic wellfield protection area of any public utility potable water supply well and hazardous wastes shall not be used, generated, handled, disposed of, discharged or stored on that portion of the Property within the average day pumpage wellfield protection area but not within the basic wellfield protection area of the Alexander Orr Wellfield, Snapper Creek Wellfield, South Miami Heights Wellfield Complex, Southwest Wellfield, Miami Springs Lower Wellfield, Miami Springs Upper Wellfield, John E. Preston Wellfield or Hialeah Wellfield unless a variance is granted by the Environmental Quality Control Board, pursuant to Chapter 24 of the Code of Miami-Dade County, and if so granted; said hazardous materials or hazardous wastes may be used, handled, generated, disposed of, discharged or stored on the Property only to the extent permitted by any such variance from the Environmental Quality Control Board of Miami-Dade County.
2. Fuels and lubricants required for rockmining operations (lake excavations, concrete batch plants, rock crushing and aggregate plants) within the Northwest Wellfield protection area or within the West Wellfield interim protection area; electrical transformers serving non-residential land uses; small quantity generators of hazardous wastes as defined in Chapter 24 of the Miami-Dade County Code within the average day pumpage wellfield protection area but not within the basic wellfield protection area of the Alexander Orr Wellfield, Snapper Creek Wellfield, Southwest Wellfield, Miami Springs Upper Wellfield, Miami Springs Lower Wellfield, John E. Preston Wellfield or Hialeah Wellfield; and existing land uses required by the Director or his designee to correct violations of this chapter; shall not be prohibited when the following water pollution prevention and abatement measures and practices will be provided.
 - (i) Monitoring and detection of water pollution caused by hazardous materials, and
 - (ii) Secondary containment of water pollution caused by hazardous materials, and
 - (iii) Inventory control and record-keeping of hazardous materials, and
 - (iv) Stormwater management of water pollution caused by hazardous materials, and
 - (v) Protection and security of facilities utilized for the generation, storage, usage, handling, disposal or discharge of hazardous materials.

09-14-3

Said water pollution prevention and abatement measures and practices shall be subject to the approval of the Director of the Department of Environmental Resources Management or his designees.

3. The use, handling or storage of factory pre-packaged products intended primarily for domestic use or consumption determined by the Director of the Department of Environmental Resources Management or his designee to be hazardous materials shall not be prohibited, provided however, that:
 - (i) The use, handling or storage of said factory pre-packaged products occurs only within a building, and
 - (ii) The non-residential land use is an office building use (or equivalent municipal land use) or a business district use (or equivalent municipal land use) engaged exclusively in retail sales of factory pre-packaged products intended primarily for domestic use or consumption, and
 - (iii) The non-residential land use is served or is to be served by an operable public water main and an operable public sanitary sewer, and
 - (iv) Said building is located more than thirty (30) days travel time from any public utility potable water supply well.
4. Prior to the entry into a landlord-tenant relationship with respect to the Property, the undersigned agree(s) to notify in writing all proposed tenants of the property of the existence and contents of this Covenant.
5. The undersigned agree(s) and covenant(s) that this Covenant and the provisions contained herein may be enforced by the Director of Environmental Resources Management by preliminary, permanent, prohibitory, and mandatory injunctions as well as otherwise provided for by law or ordinance.
6. This agreement and Covenant shall be recorded in the Public Records of Miami-Dade County, Florida and the provisions hereof shall constitute a Covenant Running with the Land and shall remain in full force and effect and be binding upon the undersigned, their heirs, legal representatives, estates, successors, grantees and assigns.
7. This agreement and Covenant shall upon request by the undersigned be released by the Director of the Department of Environmental Resources Management or his designee when the Director or his designee determines that the Property is neither within the Northwest Wellfield protection area nor within the West Wellfield interim protection area nor within the average day pumpage wellfield protection area, or the outer wellfield protection zone of the Alexander Orr Wellfield, Snapper Creek Wellfield, Southwest Wellfield, South Miami Heights Wellfield Complex, Miami Springs Lower Wellfield, Miami Springs Upper Wellfield, John E. Preston Wellfield or Hialeah Wellfield nor within the basic wellfield protection area of any public utility potable water supply well.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 11 day of January, 2009.
10

INDIVIDUAL

(Space Reserved for Clerk of the Court)

WITNESSES:

Sign _____
Print _____
Sign _____
Print _____

OWNER (S):

Sign _____
Print _____
Address _____

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign _____
Print _____

State of Florida at Large (Seal)

My Commission Expires:

CORPORATION

WITNESSES:

Sign William Grodnick
Print William Grodnick
Sign Ana D. Fuentes
Print Ana D. Fuentes

Corporation City of Hialeah, Florida, INC.
Sign _____
Print Rafael E. Granado
Title City Clerk
Address 501 Palm Avenue
Hialeah, Florida 33010

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of January, 2010 by Rafael E. Granado, as City Clerk of City of Hialeah INC a Florida corporation, on behalf of the corporation. He or she is personally known to me or has produce _____ as identification and did take an oath.

NOTARY PUBLIC:

Sign Aimee Llauro
Print Aimee Llauro

State of Florida at Large (Seal)

My Commission Expires:

THIS INSTRUMENT PREPARED BY:

DERM SP (OK per Carlos Hernandez)
Code Coordination and Public Hearings
701 N.W. 1st Court, 2nd Floor
MIAMI, FLORIDA 33136

